

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

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APPENDIX A – PERSONNEL APPENDIX

In accordance with the Section H Contract Clause, entitled, "Human Resources," if the selected Offeror and DOE need to reach an advance understanding on Contractor human resources it will be appended here.

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APPENDIX B
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH
THE PAYMENTS CLEARED FINANCING AGREEMENT

NOTE: THE OFFEROR SELECTED FOR AWARD WILL BE REQUIRED TO AWARD A COMPETITIVE SUBCONTRACT TO A FINANCIAL INSTITUTION DURING THE TRANSITION PERIOD.

(Name of Contractor)
Contract Number XX-XXX-XXXXXXXXXX
Department of Energy Account

This agreement entered into this, _____ day of _____, _____, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE") and _____ a corporation existing under the laws of the State of _____ (hereinafter referred to as the "Contractor") and _____, a financial institution corporation existing under the laws of the State of _____, located at _____ (hereinafter referred to as the "Financial Institution").

RECITALS

- (a) On the effective date of _____, _____, DOE and the Contractor entered into Agreement(s) No. _____, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts transferred to the Contractor thereunder be deposited in a Special Bank Account at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000.

This Special Bank Account must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

- (c) The Special Bank Account shall be designated [Name of Contractor], DOE Special Bank Account.

CONVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that--

- (1) The Government shall have a title to the credit balance in the Special Bank Account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title or claim of the Financial Institution or others with respect to the Special Bank Account.
- (2) The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into and the withdrawal of funds from the Special Bank Account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from the Special Bank Account. After receipt by the Financial Institution of written directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions.
- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such Special Bank Account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Special Bank Account Agreement.
- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the Special Bank Account, the Financial Institution shall promptly notify DOE at:

U.S. Department of Energy
Nevada Operations Office
P.O. Box 98518
Las Vegas, Nevada 89193-8518

- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the Special Bank Account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily account balance in a net positive and as close to zero as administratively possible.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the Contractor's solicitation No. _____, dated _____, _____, which is attached to this Special Bank Account Agreement. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution during the term of this Agreement.

- (6) The Financial Institution shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount sufficient to collateralize the highest balance the Special Bank Account included in this Agreement, less the Department of the Treasury-approved deposit insurance.
- (7) This Special Bank Account Agreement, with all its provisions and covenants, shall be in effect for a term of ____ years, beginning on the ____ day of _____, _____, and ending on the ____ day of _____, _____, unless earlier terminated as provided in this agreement.

The contractor has the option to extend the term of the Special Bank Account Agreement for up to ____ years. The total duration of this Special Bank Account Agreement, including the options, shall not exceed five years. Written notification of the option to extend will be provided by the Contractor ninety days prior to the expiration of this Agreement.

- (8) DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement between DOE and the Contractor is not renewed or is terminated, this Special Bank Account Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
- (11) In the event of termination, the Financial Institution agrees to retain the Contractor's Special Bank Account for an additional 90-day period after the effective termination date, to allow for clearance of outstanding payment items. During this 90-day period, DOE shall place on deposit in that account sufficient funds to cover all outstanding payments items presented for payment.

During the entire 90-day period, it is further understood that:

- (a) The Financial Institution shall maintain collateral in an amount sufficient to collateralize the highest balance in the Special Bank Account, less Federal Deposit Insurance Corporation coverage on the account.

- (b) All service charges shall be consistent with the amounts reflected in this Special Bank Account Agreement.
- (c) All terms and conditions of the bid submitted by Financial Institution that are not inconsistent with the 90-day additional term shall remain in effect.
- (d) This Agreement shall continue in effect, for the 90-day additional period, with exception of the following:
 - 1. Funds Authorized (Covenant 5)
 - 2. Term Agreement (Covenant 7)
 - 3. Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications," and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and DOE and are incorporated herein with the document entitled "Financial Institution's Information on the Payments Cleared Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Special Bank Account Agreement, which consists of _____ pages, to be executed as of the day and year first above written.

For: _____ (The Contractor)

For: _____ (The Financial Institution)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

For: The United States of America:

Signature: _____

Name: _____

Title: Contracting Officer

Date: _____

CERTIFICATE

I, _____, certify that I am the _____ of
corporation named as Contractor herein; that _____, who signed
this Special Bank Account Agreement on behalf of the contractor, was then
_____ of said corporation; and that said Special Bank Account
Agreement was duly signed for in behalf of said corporation by authority of its governing body
and is within the scope of its corporation powers.

(Corporate Seal) (Signature)

CERTIFICATE

I, _____, certify that I am the
_____ of the corporation named as the Financial Institution herein; that
_____, who signed this Agreement on behalf of the Financial
Institution, was then _____ of said Bank; and that said Special Bank
Account Agreement was duly signed for and in behalf of said Bank by authority of its governing
body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

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APPENDIX C –SMALL BUSINESS SUBCONTRACTING PLAN

The Offeror's Small Business Subcontracting Plan is attached.

Annual Plans for future fiscal years will be incorporated in the contract by modification.

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APPENDIX D – KEY PERSONNEL

Pursuant to the Section I, Contract Clause DEAR 970.5204-42, entitled, "Key Personnel," the following positions are considered to be essential to work being performed.

Title	Name
General Manager	Ken Hess
Deputy General Manager	Don Pearman
Environmental, Safety and Health Manager	Dennis Sorenson
Quality Assurance Manager	Don Krisha
Manager of Licensing and Engineering Projects	Nancy Williams
Site Recommendation Project Manager	Jerry King
Repository Design Project Manager	Larry Trautner
Science and Analysis Project Manager	Bob Andrews
Licensing Application Project Manager	Steve Cereghino
Waste Package Manager	Tom Doering
Licensing Support Manager	Don Beckman
Chief Science Officer	Michael Voegele
Project Controls Manager	Scott Hajner
Procurement Manager	Darell von der Linden
Chief Information Officer	Charles Sharrocks
Business Manager	Pete Maxfield
Communications Manager	Bea Reilly